



# DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

## Purchasing Services

Michael J. Woodall, CPPO, Purchasing Agent

813/794-2221 Fax: 813/794-2111

727/774-2221 TDD: 813/794-2484

352/524-2221 email: mwoodall@pasco.k12.fl.us

May 21, 2013

## MEMORANDUM

TO: Honorable School Board Members

FROM: Michael J. Woodall, CPPO, Purchasing Agent *MJW*

RE: Dental Provider Agreement  
Drs. Howell, Whitehead & Associates d/b/a Tooth Caboose

In the past, the School District has utilized dental provider agreements to provide dental services to Head Start and Early Head Start children. The attached agreement has been developed to comply with the requirements of State Statute 1304.20 (c)(3)(i) and (ii), Head Start Performance Standards, for children to be screened for dental needs with follow-up services (see attached memo).

The specific services are outlined in the agreement and are attached for your perusal. It is anticipated that the annual expenditures will not exceed \$40,000. The services covered under this contract are considered professional services and are therefore exempt from the competitive pricing requirements as outlined in DOE's Section 6A-1.012 (11)(a). This contract was approved by Ms. Nancy Alfonso, School Board Attorney, via email on May 3, 2013. The contract will commence on August 1, 2013 and will continue through July 31, 2014.

At this time, we respectfully request your approval to enter into the attached agreement with the above-referenced facility for the Head Start and Early Head Start dental needs. Should you have any questions regarding this matter, please contact Ms. Angela Porterfield. If you have any purchasing-related questions regarding this agreement, please feel free to contact me at your earliest convenience.

MJW/plh

Attachments

Date/Time: May 15, 2013 09:16:00



## DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Memo # PRK-031-12/13  
Contact: Angela Porterfield  
Ext. # 42432

*acp*

DATE: May 21, 2013

TO: HONORABLE SCHOOL BOARD MEMBERS

FROM: Kurt S. Browning, Superintendent of Schools  
Amelia Van Name Larson, Assistant Superintendent for Student Achievement

SUBJECT: Partnership Agreement 2013-14-Doctors. Howell, Whitehead and Associates,  
D/B/A Tooth Caboose

### Introduction

The Head Start and Early Head Start grants require that children be screened for dental needs and that follow-up be provided as needed. Head Start Performance Standards 1304.20 (c) (3) (i) & (ii), require dental follow-up to ensure that a child's teeth and gums are healthy and that dental health problems do not affect a child's overall health. Head Start Performance Standards 1304.20 (c) (5) state that funds "may be used for professional and medical services when no other source of funding is available." When grant funds are used for such services, written documentation must be provided to demonstrate efforts to access other available sources of funding. The dental agreements are necessary to document the willingness of individual community health providers to charge Head Start and Early Head Start Medicaid rates for their services.

### Description

Doctors Howell, Whitehead and Associates, D/B/A Tooth Caboose have agreed to continue providing services at Medicaid rates to enrolled children. The agreement has been updated and approved by the Policy Council on April 17, 2013

*Strategic Focus: Engage Families, Communities and Business*

*Strategic Plan Goal: The district and schools communicate with and engage all stakeholders in the educational process.*

### Action Requested

Approval of the 2013-14 agreement with Doctors Howell, Whitehead and Associates, D/B/A Tooth Caboose is necessary in order to satisfy health services requirements.

### Recommendation

The staff respectfully requests the approval of the 2013-14 Head Start/Early Head Start Dental Provider Agreement with Doctors Howell, Whitehead and Associates, D/B/A Tooth Caboose.

COMPLETED  
5/7/13 AH

Contract #  
2013000799

District School Board of Pasco County  
Head Start/Early Head Start  
Partnership Agreement With Drs. Howell, Whitehead & Associates, D/B/A Tooth Caboose  
2013-2014 Fiscal School Year

Pasco County Early Childhood Programs and the Drs. Howell, Whitehead & Associates, D/B/A Tooth Caboose agree to work together to provide dental services for children enrolled in Head Start/Early Head Start during the 2013-2014 fiscal school year, August 1, 2013 - July 31, 2014. **NO APPOINTMENTS CAN BE SCHEDULED AND NO TREATMENTS CAN BE PERFORMED BEFORE AUGUST 1, 2013.**

Funds to reimburse services are provided by the Federal Head Start/Early Head Start grants for those children who do not have current Medicaid eligibility or other health insurance. Head Start/Early Head Start funds may be used for professional dental services **when no other source of funding is available.** Drs. Howell, Whitehead & Associates, D/B/A Tooth Caboose will verify Medicaid or other insurance coverage when services are provided to ensure that Head Start/Early Head Start is the payor of last resort. Drs. Howell, Whitehead & Associates, D/B/A Tooth Caboose will verify that any infants, toddlers and preschool children requesting treatment are currently enrolled in the Head Start/Early Head Start program before services are provided. Parent/Guardian will provide a copy of their program acceptance letter as verification.

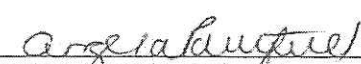
The dentist/agency agrees to provide services as outlined in the dental treatment guidelines, (Exhibit "A"), which include the following policies:

1. Services for uninsured children will be reimbursed at Medicaid rates.
2. Medicaid rate payment will be accepted as payment in full for covered services.
3. Services provided will follow Head Start/Early Head Start dental treatment guidelines.
4. **Prior approval** will be obtained for treatment costing greater than \$500 by faxing (813-794-2736) the estimate of treatment to the program bookkeeper for separate purchase order approval.
5. Early Childhood Programs will be provided a signed summary of services at the end of each appointment showing the charges for the services.
6. All purchase orders will be closed and no longer usable for appointment dates/charges after July 31, 2014 of the program year. Outstanding bills cannot be accepted for payment after August 31, 2014 of the program year.

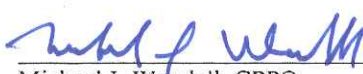
I have read the above, and agree to provide dental services to children enrolled in Pasco County Head Start/Early Head Start as outlined therein.

  
Teengie Osteen  
Drs. Howell, Whitehead & Associates D/B/A Tooth Caboose  
2005 Thonotosassa Rd.  
Plant City, FL 33563

4/3/13  
Date

  
Angela Porterfield, Acting Director  
Pasco County Early Childhood Programs

4/9/13  
Date

  
Michael J. Woodall, CPPO  
Purchasing Agent  
District School Board of Pasco County

5-7-13  
Date

  
Jaime Blaine, Chairman  
Head Start/Early Head Start Policy Council

Date

Cynthia Armstrong, Chairman  
District School Board of Pasco County

Date

ATTACHMENT "A"  
INCORPORATED HEREIN

## Dental Treatment Guidelines

The dentist will provide treatment to Head Start/Early Head Start participants assigned to him/her under the following conditions:

### Covered Services:

Because of budget limitations, Head Start/Early Head Start can provide only those services, which will give the greatest long-term benefit to the participant. **Please contact the program office to discuss exceptions on a per-participant basis.**

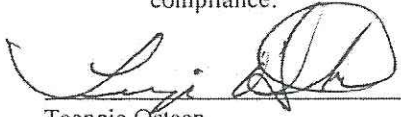
1. Prophylaxis is allowed for all participants.
2. Fluoride treatment may be provided to all children.
3. Teeth not restored may be extracted when deemed necessary at the sole discretion of the dentist.
4. Polycarbonate crowns are not to be used.
5. Bitewing and limited periapical x-rays are the only x-rays permitted, if they are indicated.

### Method of Payment:

1. If a participant is not covered under Medicaid or any other insurance, the program will pay for services. The dentist will be reimbursed by the District School Board of Pasco County through a purchase order.
2. A standing purchase order will be issued to the dental office by August 1 to:
  - a. Cover initial dental examinations of non-Medicaid participants preparing to enter the program.
  - b. Cover treatment costs of \$500 per participant or less during the program year.
3. **Prior approval should be obtained from the program bookkeeper for treatment costing greater than \$500.**
4. The approval should be obtained by faxing the request to the Early Childhood Programs Bookkeeper (727-774-2736). A separate purchase order may be issued. Treatment should not begin until the dental office receives approval. The Early Childhood Programs Bookkeeper will contact the dental provider to confirm approval.

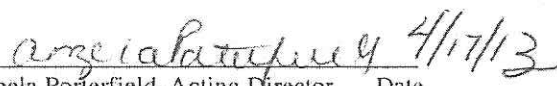
### Documentation of Service:

1. Prior to beginning dental treatment, the dentist will provide the program with a treatment plan and cost estimate for each child. The program requests both Medicaid and non-Medicaid treatment plans. An itemized statement of completion is also required for both Medicaid and non-Medicaid children.
2. Families of enrolled children will be provided with a yellow Dental Exam Form "H108" and shall be instructed to make an appointment with the dental provider of their choice. After each visit, this completed form should be returned to the Program by the family. Head Start/Early Head Start staff may obtain the dental form from the dental provider if necessary. Head Start/Early Head Start can provide transportation and other needed assistance in order to increase compliance.

  
 Teengie Osteen  
 Drs. Howell, Whitehead & Associates  
 D/B/A Tooth Caboose  
 2005 Thonotosassa Rd.  
 Plant City, FL 33563

Date

4/3/13

  
 Angela Porterfield, Acting Director  
 Pasco County Early Childhood Programs

Date


4/17/13

CONTRACT REVIEWED  
AND APPROVED:


*MW 5.7.13*

Attachment A – Drs. Howell, Whitehead & Associates D/B/A Tooth Caboose

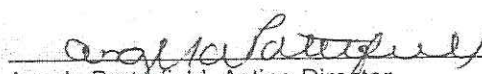
- A) This contract is subject to Act of God or government regulation, disaster, strikes, civil disorder, or other emergency making it illegal or impossible to provide facilities or hold the events. Should Drs. Howell, Whitehead & Associates D/B/A Tooth Caboose cancel this contract for reasons other than Act of God, etc., and another date time cannot be mutually agreed upon, Drs. Howell, Whitehead & Associates D/B/A Tooth Caboose shall refund all monies (including deposits) to the School Board.
- In addition, when the Department of Homeland Security issues a "Red Alert Status," the District School Board of Pasco County has the right to cancel this agreement without penalty and Drs. Howell, Whitehead & Associates D/B/A Tooth Caboose shall refund all monies (including deposits) to the School Board within thirty (30) calendar days.
- B) Drs. Howell, Whitehead & Associates D/B/A Tooth Caboose hereby agrees to indemnify and save harmless the contracting party and the contracting party's representative, successors, and assigns *from and against* any and all costs, damages, losses, demands, claims, actions and causes of actions whatsoever arising from or connected with the engagement to the same which do not arise from act or omissions within the reasonable control of the contracting party.
- C) Termination of Contract: This contract may be terminated when it is in the best interest of the District within 30 days notice. Contracts cancelled by the vendor because of non-performance may result in exclusion from participating on any other similar contracts offered by any public school in Pasco County, FL. Contracts cancelled because of non-performance will be excluded from future business with the District for the full term of the contract plus one year.
- D) Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the appropriate Court in and for Pasco County, State of Florida.
- E) This contract is governed by the laws put forth by the State of Florida.
- F) The School Board normally issues payment for services within 30 days from receipt of invoices, provided the services have been received in a satisfactory and proper manner. No advance payments will be made.
- G) The company and/or individual shall remain independent and not an employee or agent of the Board for the purpose of providing services not otherwise available to the Board.
- H) Drs. Howell, Whitehead & Associates D/B/A Tooth Caboose shall not assign, sublet, or otherwise dispose of, without first obtaining the written consent of the Board, any portion of services to be performed under this contract.
- I) Drs. Howell, Whitehead & Associates D/B/A Tooth Caboose shall comply with all applicable laws, ordinances, codes, and statutes of any and all local, state, or national governing bodies included within this section. Drs. Howell, Whitehead & Associates D/B/A Tooth Caboose shall comply with the regulations of the Civil Rights Act of 1964, in which no person in the United States shall on the grounds of race, creed, color, or national origin be excluded from participation in or be denied the proceeds of, or be subject to discrimination in the performance of this Contract.
- J) Children receiving treatment at Drs. Howell, Whitehead & Associates D/B/A Tooth Caboose will be accompanied at all times by a parent or by a level II screened employee of the District School Board of Pasco County.

  
Drs. Howell, Whitehead & Associates  
D/B/A Tooth Caboose

5/2/13  
Date

  
Michael J. Woodall, CPPO  
Purchasing Agent  
District School Board of Pasco County

5.7.13  
Date

  
Angela Porterfield, Acting Director  
Early Childhood Programs

4/24/13  
Date